AGREEMENT made this 8th day of July, 1993, between

The Point Foundation
c/o John Brockman Associates, Inc.
2307 Broadway
New York, New York 10024

("the Proprietor") and HarperCollins Publishers Inc., of 10 East 53rd Street, New York, New York 10022 ("the Publisher") with reference to a work tentatively titled

THE MILLENNIUM WHOLE EARTH CATALOG
edited by Howard Rheingold ("the Editor")

("the Work").

WHEREBY, in consideration of the promises set forth in this Agreement, the Proprietor and the Publisher agree that:

1. GRANT

The Proprietor grants to the Publisher the exclusive right (subject to the provisions of Paragraph 23) to reproduce and distribute the Work in the English language and to exercise and grant to third parties the rights to the Work described in Paragraph 6 throughout the United States of America, its territories and possessions, Canada, the Philippines and the non-exclusive right to do so throughout the rest of the world with the exception of the countries listed on Schedule A to this Agreement ("the Territory") for the full term of copyright available to the Work in the Territory.

2. MANUSCRIPT DELIVERY

(a)(1) The Proprietor shall deliver to the Publisher by September 1, 1993 (i) a list of general topics to be included in the Work; (ii) a list of editors for each topic and a detailed list of the subjects to be covered in each topic; and (iii) an approximation of the number of pages of the final book that each topic with cover, all acceptable to the Publisher in content and form.

(2) The Proprietor shall deliver to the Publisher by October 1, 1993 design samples and specifications for the Work, acceptable to the Publisher in content and form.

(3) The Proprietor shall deliver to the Publisher by March 15, 1994 one-half of the Work in progress, acceptable to the Publisher in content and form.

(4) The Proprietor shall deliver to the Publisher by August 15, 1994 a cartridge containing ready-for-film postscript files to enable the Publisher to produce the Work. If the cartridge containing ready-for-film postscript files delivered by the Author is not acceptable to the Publisher, the Publisher shall give the Author a request for changes and revisions. The Author shall have 30 days from the Author's receipt of such a request to deliver to the Publisher a revised

cartridge for the Work that is acceptable to the Publisher.

(b) The Proprietor shall at the Proprietor's expense obtain and deliver to the Publisher with the cartridge containing ready-for-film postscript files:

(1) written permissions required by the Publisher for any quotations from other sources included in the Work by the Proprietor (such permission to extend to all rights granted herein); and

(2) all illustrations, maps, charts and photographs required by the Publisher for the Work together with written permission for their use as part of the Work.

If the Proprietor fails to do so, the Publisher may obtain such items and charge the costs incurred to the Proprietor's royalty account.

(c) The Proprietor will produce an index as part of the Work.

(d) The Work shall be the next book edited by Howard Rheingold to which the Proprietor controls the publication rights and the Proprietor shall not offer rights to another book edited by Howard Rheingold to another publisher nor accept an offer for another book edited by Howard Rheingold from another publisher until the cartridge containing ready-for-film postscript files for the Work has been delivered to the Publisher.

(e) The Proprietor agrees to update the Work on a regular basis and to deliver to the Publisher a cartridge containing such revisions at no cost to the Publisher for each printing of the Work. The Publisher may publish such revised editions of the Work under the provisions of this Agreement during the term of this Agreement. However, in the event the revisions to the Work exceed 25% of the length of the Work, the Proprietor and the Publisher shall enter into a new agreement for the Publisher's publication of such revised edition.

(f) If the Proprietor manufactures a CD-ROM version of the Work, the Proprietor may distribute such version non-exclusively upon terms to be mutually agreed upon.

3. This Paragraph is intentionally deleted.

4. PUBLICATION

(a) The Publisher shall publish the Work in such style and manner as the Publisher deems appropriate within 15 months from the date of the Publisher's acceptance of the cartridge containing ready-for-film postscript files for the Work, provided the Proprietor has complied with Paragraphs 2.(b) and 3 and has responded in a satisfactory way to any requests made under Paragraph 9.(d). All details of publication, including manufacture, format and design, distribution, pricing, advertising and promotion and distribution of free copies, shall be determined by the Publisher, subject to the provisions of Subparagraph 4.(c) and 4.(d) hereof.

/unless purchase pursuant to Paragraph 24.

(b) The Publisher shall give the Proprietor 100 copies of each of the Publisher's editions of the Work on publication of each. The Proprietor may purchase additional copies at a discount of 50% for personal use, but not for resale./ The Publisher shall also give the Proprietor's agent, John Brockman Associates, Inc., 5 copies of each of the Publisher's editions of the Work on publication of each.

(c) The Proprietor shall have approval of the advertising, promotional and publicity materials for the Work, such approval not to be unreasonably withheld or delayed. The Publisher shall be deemed to have complied with any obligation to obtain the Proprietor's approval if the Publisher obtains the approval of Howard Rheingold.

(d) The Proprietor and the Publisher shall attempt to agree mutually on the cover and interior design for the Work. If they cannot agree, the Publisher, after seriously considering the Proprietor's recommendation, may make the final determination.

(e) Upon the Publisher's request, the Proprietor shall cause Howard Rheingold and other members of The Point Foundation to participate in such promotion of the Work as the Publisher may request upon publication of the Work. If Howard Rheingold and/or other members of The Point Foundation are not available to participate in such promotional activities at the time the Publisher desires to publish the Work, the Publisher may postpone publication until such time as Howard Rheingold and/or other members of The Point Foundation are available. All agreed upon travel expenses will be paid by the Publisher.

(f) The Publisher agrees to expend a minimum of $100,000.00 as a marketing guarantee to promote the Work, which shall include a press kit for the Work to be developed by the Publisher. The Publisher further agrees to provide 200 free copies of the press kit to the Proprietor.

5. ROYALTIES

(a) The Publisher shall pay to the Proprietor royalties on sales, less returns, of copies of the Publisher's editions of the Work as follows:

(1) on all hardcover copies sold through ordinary channels of trade in the United States (except as otherwise provided below), 10% of the suggested customer's price;

(2) on all hardcover copies sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the booktrade and (i) on a non-returnable basis; or (ii) as special sales, as premiums, to catalog accounts, to book fairs or outside the ordinary channels of the book trade, 10% of the amounts received by the Publisher;

(3) on all hardcover copies sold outside the United States or for export to Canada or other countries throughout the territory, 10% of the amounts received by the Publisher;

(4) on all paperback copies sold through ordinary channels of trade in the United States (except as otherwise provided below), the following percentages of the suggested customer's price:

(A) 1 to 50,000 copies: 7½%
(B) 50,001 to 100,000 copies: 8½%
(C) in excess of 100,000 copies: 10%

(5) on all paperback copies sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the book trade and (i) on a non-returnable basis; or (ii) as special sales, as premiums, to catalog accounts, to book fairs or outside of the ordinary channels of the book trade, 7½% of the amounts received by the Publisher;

(6) on all paperback copies sold outside the United States or for export to Canada or other countries throughout the Territory, 7½% of the amounts received by the Publisher;

(7) on all large print copies sold through ordinary channels of trade in the United States (except as otherwise provided below), 10% of the suggested customer's price;

(8) on all large print copies sold in the United States at discounts higher than the Publisher's announced discounts for wholesale and retail accounts in the book trade and (i) on a non-returnable basis; or (ii) as special sales, as premiums, to catalog accounts, to book fairs or outside of the ordinary channels of the book trade, 10% of the amounts received by the Publisher;

(9) on all large print copies sold outside the United States or for export to Canada or to other countries throughout the Territory, 10% of the amounts received by the Publisher;

(10) on all copies of the Publisher's editions of the Work sold directly by the Publisher to consumers in response to mail order or other direct-response solicitations sponsored by the Publisher, 5% of the price paid by the consumer, exclusive of shipping and handling charges;

(11) on all copies of the Publisher's editions of the Work sold as remainders at more than the cost of manufacture, 10% of the amounts received by the Publisher; (The Publisher shall use its best efforts to give the Proprietor 30 days notice of the Publisher's intention to remainder copies of the Work to allow the Proprietor the opportunity to purchase the Proprietor's excess inventory at the Proprietor's manufacturing cost; however, the Publisher's failure to do so shall not be considered a breach of this Agreement nor give the Proprietor any claim for damages.)

(12) on copies given to or sold to the Proprietor, given away to promote sales or to charitable institutions, sold at or below the cost of manufacture or damaged or destroyed, no royalties shall be paid.

(b) Only copies sold under 5.(a)(4) shall be counted in determining the royalty escalations described in 5.(a)(4) respectively.

(c) As an advance against all royalties and all proceeds from the disposition of subsidiary rights due the Proprietor as per Paragraph 6 under this Agreement, the Publisher shall pay to the Proprietor the sum of $375,000.00 payable:

(1) $125,000.00 upon the execution of this Agreement;

(2) $50,000.00 upon the Publisher's acceptance of all of the materials to be delivered pursuant to Paragraph 2.(a)(1);

(3) $50,000.00 upon the Publisher's acceptance of the design samples and specifications for the Work;

(4) $75,000.00 upon the Publisher's acceptance of the Work in progress ~~one-half the complete and final manuscript for the Work~~; and

(5) $75,000.00 upon the Publisher's acceptance of the satisfactory cartridge required to produce the film for the Work.

This provision for an advance shall not apply to revised editions of the Work as set forth in Paragraph 2.(e) hereof.

(d) The Publisher shall pay to the Proprietor as a production fee for the Work the sum of $75,000.00 upon execution of this Agreement.

This provision for a production fee shall not apply to revised editions of the Work as set forth in Paragraph 2.(e) hereof.

6. SUBSIDIARY RIGHTS

(a) The subsidiary rights to the Work granted to the Publisher, and the allocation of proceeds received by the Publisher from the grants of such rights to third parties, are:

	Proprietor's Percentage	Publisher's Percentage
(1) periodical or newspaper publication prior to book publication, subject to the Proprietor's approval, such approval to be provided within 48 hours of the Publisher's request, or to be deemed granted by the Proprietor;	90	10
(2) periodical or newspaper publication following book publication, including		

	syndication rights, such rights to be exercised non-exclusively with the Proprietor;	50	50
(3)	permissions, including publication of portions of the Work in anthologies;	50	50
(4)	condensations and abridgements, subject to the Proprietor's approval of the editorial content of any condensation or abridgment;	50	50
(5)	book club publication, subject to prior consultation with the Proprietor on the financial terms of any license or disposition of such rights;	50	50
(6)	publication of editions for premium or special use or for direct sale to consumers;	50	50
(7)	paperback reprint editions, subject to the Proprietor's prior written approval of the financial terms of such license or disposition;	50	50
(8)	hardcover reprint editions, subject to the Proprietor's prior approval of the financial terms of any license of such rights, such approval not to be unreasonably withheld or delayed;	50	50
(9)	non-exclusive public reading rights, including the right to authorize the reading of parts of the Work on radio or television (it being understood that the Publisher may grant such rights for publicity purposes without charge and without payment to the Proprietor);	50	50
(10)	Braille, large-type and other editions for the handicapped (the Publisher may grant such rights to recognized non-profit		

organizations for the handicapped without charge and without payment to the Proprietor);	50	50

(b) If the Publisher itself desires to exercise any of the rights described above (as opposed to licensing such rights to third parties), other than those rights for which royalty rates are already provided in Paragraph 5 hereof, the Publisher shall obtain the Proprietor's approval of the exercise of any such right by the Publisher and the royalties payable to the Proprietor on such exercise shall be mutually agreed upon.

7. ACCOUNTING

(a) Following first publication of the Work by the Publisher, an accounting of all of the Proprietor's earnings under the terms of this Agreement, accompanied by payment of amounts due on such accounting, shall be rendered no later than April 1 and October 1 of each year for the periods ending the preceding December 31, and June 30, respectively.

(b) The Publisher may retain a reasonable reserve against returns on any accounting statement, provided the amount of the reserve held is clearly indicated and provided the subsequent statement clearly indicates how such reserve has been applied. Any reserve held shall be related to sales and returns of the Work during the accounting period for which the reserve is held and the Publisher's reasonable expectation of sales and returns at the time the accounting statement for such period is prepared. On request, the Publisher shall provide a written explanation of any reserve.

(c) If the Proprietor receives an overpayment of royalties because of copies reported sold but subsequently returned, the Publisher may deduct the amount of the overpayment from further sums due the Proprietor under this Agreement. If any such overpayment is not recouped in two accounting periods, the Proprietor, upon request, shall pay the Publisher the unrecouped balance.

(d) Any sums owed by the Proprietor to the Publisher under Paragraph 7.(c) or 14.(a) may be deducted from any amounts due the Proprietor by the Publisher under any other agreement between them.

8. RIGHT TO AUDIT

(a) Upon written request from the Proprietor, the Publisher shall provide the following information as to any specific royalty period: the number of copies of each edition of the Work printed by the Publisher; the date of each printing; the cumulative number of copies sold, returned, distributed free of charge, remaindered, destroyed or lost; copies of any licenses made by the Publisher; and any other information the Proprietor may reasonably request on the basis that it is required in order to ascertain the accuracy of accountings rendered.

(b) The Proprietor or the Proprietor's duly authorized representative may upon written notice examine the Publisher's records relating to the Work during normal business hours under such conditions as the Publisher may reasonably prescribe. If an error is discovered as a result of any such examination, the party in whose favor the error was made shall promptly pay the other the amount of the error. Any such examination shall be at the Proprietor's expense unless errors of accounting in the Publisher's favor amounting to 5% or more of the total sum paid to the Proprietor under this Agreement are found, in which event the Publisher shall contribute to the cost of the examination up to the amount of the error determined as a result of the examination, in addition to paying the full amount of the error to the Proprietor.

9. WARRANTIES

(a) The Proprietor warrants to the Publisher that:

(1) Howard Rheingold is the principal editor of the Work; that the Proprietor is the sole owner of the rights granted in this Agreement, has not assigned, pledged or otherwise encumbered them and has the right to enter this Agreement. (If Howard Rheingold is not available to fulfill his duties as editor, his replacement shall be subject to mutual agreement by the Proprietor and Publisher);

(2) the Work is an original work, has never before been published in whole or in part in any form in the Territory except in publications owned by the Proprietor (in any event, no more than 30% of the material will have appeared in the Proprietor's publications prior to publication of the Work), is not in the public domain in any country in the Territory and does not infringe any copyright or any other proprietary or personal right; ; and

(3) the Work contains no material that is libelous, in violation of any right of privacy or publicity, or harmful so as to subject the Publisher to liability to any third party or otherwise contrary to law.

INDEMNITIES

(b) The Proprietor shall indemnify the Publisher from any loss, damage, expense (including reasonable attorneys' fees), recovery or judgment arising from any breach or alleged breach of any of the Proprietor's warranties, subject to the limitations stated below.

(1) Each party shall promptly inform the other of any claim made against either which, if sustained, would constitute a breach of any warranty made by the Proprietor to the Publisher in this Agreement. The Publisher shall defend any such claim made against the Publisher with counsel of the Publisher's selection. The Proprietor shall fully cooperate with the Publisher in such defense and may join in such defense with counsel of the Proprietor's selection at the Proprietor's expense.

(2) After consultation with the Proprietor and serious consideration of any objections the Proprietor may have, the Publisher may settle any such claim made against the Publisher. (The Publisher may not settle any claim made against the Proprietor). The Proprietor and the Publisher shall agree in writing on the

percentage of settlement costs which each shall bear. Failing such agreement, the Publisher shall retain any remedies available to it based on the Proprietor's breach of any warranty made by the Proprietor in this Agreement. (In no event shall the Proprietor be obligated to contribute to the cost of a settlement made by the Publisher unless the Proprietor has agreed to such contribution in writing or the Publisher has obtained an adjudication that a warranty made by the Proprietor in this Agreement has been breached). Notwithstanding the foregoing, the Proprietor may, at the Proprietor's discretion, provide security reasonably acceptable to the Publisher for the further costs of defending the claim, in which event the Publisher shall not settle without the Proprietor's written consent.

(3) If any such claim is made, the Publisher may withhold a portion of payments due the Proprietor under this Agreement to cover the Proprietor's obligations stated above. (Amounts withheld shall be reasonably related to the Publisher's reasonable assessment of the damages claimed and of the anticipated defense costs. Further, in no event shall the Publisher hold monies pursuant to this provision to cover costs of a settlement except for such costs which the Proprietor has agreed in writing to pay or unless the Publisher has obtained a judgment against the Proprietor on the basis that a claim settled by the Publisher resulted from a breach of a warranty made by the Proprietor in this Agreement). The Publisher shall deposit monies so withheld in an interest-bearing account pending disposition of the claim; monies withheld and the interest thereon will be first applied to satisfy the Proprietor's obligation to indemnify the Publisher, and the balance remaining shall be promptly remitted to the Proprietor after the disposition of the claim or after the claim has in the Publisher's opinion been abandoned.

(c) The Proprietor shall be responsible for any claims made against any third party to which the Publisher grants subsidiary rights to the Work to the same extent as the Proprietor is responsible to the Publisher under the indemnification provisions of this Agreement. The warranties and indemnities made by the Proprietor in this Agreement shall survive the termination of this Agreement.

(d) Prior to the first publication of the Work, the Publisher may have the Work read by the Publisher's counsel at the Publisher's expense. If the Proprietor makes changes in the Work as are recommended by the Publisher's counsel, the Proprietor's indemnity for a judgment shall be limited to 50% to the extent that such judgment arises from a matter within the scope of the review by the Publisher's counsel and as to which the Proprietor made full disclosure to the Publisher. If the Proprietor will not make changes recommended by the Publisher's counsel, the Publisher shall not be required to publish the Work and shall have the right to recover from the Proprietor any advances made to the Proprietor under this Agreement. When such advances are fully repaid, this Agreement shall terminate.

10. <u>RESERVED RIGHTS</u> /radio and television rights;

(a) All rights to the Work not granted to the Publisher in this Agreement are reserved by the Proprietor. Such reserved rights include but are not limited to foreign translation rights; commercial rights; performance rights; motion picture rights; sound recording and audio rights;/video rights; teaching-machine adaptation rights*(including without limitation computer programs, databases and on-line,@ diskette, tape, disk, cartridge, monitor displays, listings, and printouts). In

*software rights
@videotext, game programs, all forms of electronic distribution, and ROMs (except as set forth in Paragraph 2.f.

exercising such rights, the Proprietor shall reserve for the Publisher's benefit the rights granted to the Publisher in this Agreement and, in addition, shall comply with the following

(1) The Proprietor shall use his best efforts to prohibit by appropriate contractual provisions the announcement of the publication of, and the release for sale of, any English language edition of the Work in the open market earlier than the date on which the first U.S. edition of the Work in the same format is announced or released for sale, whichever is applicable. For purposes of this provision, "open market" shall mean countries and territories other than the United States, its territories and possessions, Canada, the Philippine Islands and the countries listed on Schedule A. If requested by the Publisher to do so, the Proprietor will use the Proprietor's best efforts to enforce such provisions for the benefit of the Publisher.

(2) In connection with the Proprietor's disposition of reserved motion picture, television, radio, live-stage dramatic adaptation or audio-visual adaptation rights, the Proprietor shall not make any grant of publication rights without the Publisher's written consent and shall in no event make any grant of novelization, photonovel, comic book or similar rights. The Publisher will consent to the publication of synopses of motion picture and television dramatic adaptations of the Work, provided no such synopsis exceeds 10,000 words in length, no such synopsis is offered for sale (except as it may appear in motion picture-television fan magazines or souvenir programs) and each such synopsis is published with an appropriate copyright notice.

NON-COMPETITION

(b) During the term of this Agreement, the Proprietor shall not without the Publisher's consent publish any Whole Earth Catalog or Catalog supplement that would conflict with or lessen sales of the Work.

11. COPYRIGHT

(a) The Publisher shall print a copyright notice in conformity with the United States Copyright Act and the Universal Copyright Convention in the name of The Point Foundation and require its licensees to do the same. The Publisher shall register the copyright on the Work with the United States Copyright Office within three months of first publication and may record this Agreement with the United States Copyright Office.

(b) Any textual or illustrative material prepared for the Work by the Publisher at its expense may be copyrighted separately as the Publisher deems appropriate.

(c) All references to copyright in this Agreement shall reflect any amendment made subsequent to the date of this Agreement in the copyright laws of the United States, in any international copyright convention or in the copyright laws of any other country within the Territory. Both parties shall execute such documents as may be necessary to effectuate copyright to the Work in accordance with this Agreement.

(d) In the event of any infringement of the copyright to the Work, the Publisher may employ such remedies as it deems advisable and may name the Proprietor a co-plaintiff in any litigation the Publisher may commence. The Publisher shall bear the entire expense of any such litigation. Any recovery shall be applied first to reimburse the Publisher for its expenses; the balance shall be divided between the Proprietor and the Publisher as follows: that portion which is based on actual damages shall be divided in proportion to the losses from such infringement suffered by each, and that portion which is based upon the infringers' profits, statutory damages or punitive damages shall be divided equally.

(e) So that the Publisher may comply with the requirements of the United States Copyright Act, the Proprietor shall promptly provide the Publisher with two copies of any edition of the Work and any publication that contains a portion of the Work published before publication of the Work under this Agreement and all information requested by the Publisher about such publications. If requested, the Proprietor shall obtain assignments that permit the Work to be copyrighted in the Proprietor's name.

12. This Paragraph is intentionally deleted.

13. PROPRIETOR'S RIGHTS OF TERMINATION

(a) If the Publisher does not publish the Work within the time specified in Paragraph 4.(a) for reasons other than first serial or book club use, the Proprietor's failure to comply with requests made by the Publisher's counsel or delays caused by circumstances beyond the Publisher's control and if the Publisher at any time thereafter receives written notice from the Proprietor demanding publication, the Publisher shall within 90 days of the Publisher's receipt of such written demand either publish the Work or revert to the Proprietor in writing all rights to the Work granted to the Publisher in this Agreement, subject to any outstanding licenses, which shall be assigned to the Proprietor, and the Proprietor shall retain any advance payments made under this Agreement prior to such reversion as liquidated damages for the Publisher's failure to publish the Work.

(b) (1) If the Work is out-of-print and the Publisher receives from the Proprietor a written request for a reversion of rights, the Publisher shall within four months of the Publisher's receipt of such request do one of the following: (i) announce that it will reissue an edition of the Work under one of its imprints within one year from the date of the request; or (ii) enter a license providing for the publication in the United States of an edition of the Work within one year from the date of the license; or (iii) revert in writing to the Proprietor the rights granted to the Publisher in this Agreement. (If the Publisher does announce that it will reissue an edition of the Work but has not reissued an edition one year after the Publisher's receipt of a request for reversion, the rights shall on such date automatically revert to the Proprietor.)

(2) Any reversion shall be subject to grants of rights made to third parties prior to the date of the reversion and the right of the Proprietor and the Publisher to participate in the proceeds from such grants.

#the Publisher shall give the Author a request for changes and revisions. The Author shall have 30 days from the Author's receipt of such a request to deliver to the Publisher revisions that is acceptable to the Publisher.

(3) The Work shall be considered out-of-print if no edition in the English language is available for sale through ordinary channels of the book trade in the United States from the order fulfillment department of the Publisher or a licensee of the Publisher and no license is in effect which provides for the distribution of an edition of the Work through ordinary channels of the book trade in the United States within 12 months from the date of the Proprietor's request for a reversion.

15. PUBLISHER'S RIGHTS OF TERMINATION

(a) If the Proprietor does not deliver any of the materials specified in Paragraph 2.(a)(1), (2) or (3) within 30 days of the time provided for such delivery in Paragraph 2.(a), or if the Proprietor does not deliver the materials specified in Paragraph 2.(a)(4) within the time provided for such delivery in Paragraph 2.(a), the Publisher shall not be required to publish the Work and shall have the right exercisable at the Publisher's discretion at any time thereafter to recover from the Proprietor any advances made to the Proprietor under this Agreement. When such advances are fully repaid, this Agreement shall terminate.

(b) If any of the materials specified in Paragraph 2.(a)(1), (2) and (3) are unacceptable, the Publisher shall not be required to publish the Work and shall have the right exercisable at the Publisher's discretion at any time thereafter to recover from the Proprietor any advances made to the Proprietor under this Agreement. When such advances are fully repaid, this Agreement shall terminate.

(c) If the cartridge containing ready-for-film postscript files as first submitted by the Proprietor is unacceptable and the Proprietor, after receiving the Publisher's request for changes and revisions, in good faith makes a timely delivery of a revised cartridge containing ready-for-film postscript files for the Work that satisfies all the provisions of this Agreement except the requirement of being acceptable to the Publisher in content and form, the Publisher shall not be required to publish the Work and the Publisher shall give the Proprietor notice of its decision not to publish. Thereafter, the Proprietor may offer rights to the Work to other publishers, and if the Proprietor submits to the Publisher a copy of an agreement for the Work with another publisher that provides for payment to the Publisher of all monies payable thereunder until advances made to the Proprietor under this Agreement have been repaid, the Publisher shall relinquish its rights conditioned upon the Proprietor entering such agreement with such other publisher. (If the Proprietor desires to grant to another publisher less than all of the rights granted to the Publisher in this Agreement, the foregoing shall apply to separate grants the Proprietor may desire to make.) If within five years from the date of the Publisher's notice that it will not publish the Work the Proprietor has not made arrangements for the publication of the Work by another publisher, the rights to the Work shall automatically revert to the Proprietor and the Proprietor shall have no further obligation to the Publisher with respect to the Work. The Proprietor's obligation to make repayment under this provision shall be limited to monies received from the subsequent disposition of the rights granted to the Publisher in this Agreement to another Publisher.

16. FORCE MAJEURE

The failure of the Publisher to publish or reissue the Work shall not be a breach of this Agreement or give rise to any right of termination or reversion if such failure is caused by restrictions of governmental agencies, labor disputes, inability to obtain materials necessary for manufacture of the Work or any other reason beyond the Publisher's control; in the event of delay from any such cause, the publication or reissue shall be postponed for a period of time reasonably related to such cause.

GENERAL PROVISIONS

17. The Proprietor shall keep at least one copy of the manuscript for the Work and any other materials submitted to the Publisher under this Agreement. The Publisher shall upon the Proprietor's written request, made within a year after first publication by the Publisher, return to the Proprietor the copy of the manuscript used for typesetting; the Publisher shall not be required to retain such manuscript for more than one year. The Publisher shall not be responsible for the loss of or damage to any manuscript or other materials submitted by the Proprietor except in the event of its gross negligence.

18. No advertisements (other than listings for other publications of the Publisher) shall be included in any edition of the Work published by the Publisher or under license from the Publisher without the Proprietor's written consent.

19. The Publisher may use the Proprietor's name and the Editor's name, likeness and biographical data on any editions of the Work published by the Publisher and in any advertising, publicity or promotion for the Work and may extend these rights in connection with grants of the subsidiary rights made by the Publisher. The Proprietor shall supply the Publisher with an approved photograph and biographical material which the Publisher may use for such purposes.

20. (a) If the Publisher is required by law to withhold and pay to any U.S. or foreign government taxing authority any portion of amounts due the Proprietor under this Agreement, such payments shall be deducted from the amounts due the Proprietor hereunder.

(b) If any foreign taxes or bank charges or agent's commissions are imposed on any payments due the Publisher from the exercise of any right granted in this Agreement, the appropriate allocation of proceeds between the Publisher and the Proprietor from the exercise of such right shall be made on amounts received after such charges have been paid.

21. In the event of the bankruptcy, insolvency or liquidation of the Publisher, this Agreement shall terminate and all rights granted to the Publisher shall revert to the Proprietor automatically and without the necessity of any demand or notification.

22. This Agreement shall be binding upon and inure to the benefit of the heirs, executors or administrators and assigns of the Proprietor and the successors and assigns of the Publisher and may not be assigned by either without the written consent of the other, with the following exceptions. The Proprietor may assign the Proprietor's right to receive payment under this Agreement upon written notice to the Publisher. The Publisher may upon written notice to the Proprietor assign this Agreement to any company that acquires or succeeds to all or a substantial portion of the assets of the Publisher.

23. If under any provision of this Agreement, the Publisher is required to obtain the Proprietor's approval, such approval shall not be unreasonably withheld or delayed. If the Publisher fails to receive a response from the Proprietor within such time as the Publisher may reasonably designate to accommodate its schedule for publication, promotion or the exercise of rights when any approval is requested, the approval requested shall be deemed granted.

24. PURCHASE OF COPIES OF THE WORK BY THE PROPRIETOR

The Proprietor shall have the non-exclusive right to sell copies of the Work through direct mail solicitations and through its own magazine, subject to the following:

(a) Commencing on publication of the Work hereunder, all copies of the Work sold by the Proprietor in connection with the Proprietor's exercise of rights reserved by the Proprietor under this Paragraph 24 shall be purchased by the Proprietor from the Publisher in accordance with this Paragraph 24;

(b) The Proprietor agrees to purchase copies of the Publisher's edition of the Work from the Publisher for the purposes of exercising rights reserved by the Proprietor under this Paragraph 24 in accordance with the following:

(c) If when an order for copies of the Work is received from the Proprietor and sufficient inventory of the Work is available in the Publisher's warehouse, orders for copies of the Work shall be purchased in minimum quantities of 1,000 at a discount of 70% off the suggested customer's price;

(d) Payment shall be made for copies purchased pursuant to this Paragraph 24 within 90 days of the Proprietor's receipt of the Publisher's invoice for copies shipped;

(e) Shipment of copies of the Work purchased hereunder shall be fob the Publisher's warehouse or bindery, depending on the site from which shipment is made, loose on skids; there shall be a separate charge for any special packaging requested by the Proprietor;

(f) Copies purchased pursuant to this Paragraph shall be non-returnable;

(g) No royalties shall be payable by the Publisher to the Proprietor on copies of the Work purchased by the Proprietor pursuant to this Paragraph 24;

(h) If the Proprietor determines to distribute any copies purchased hereunder in any manner other than in connection with the Proprietor's exercise of rights reserved by the Proprietor under this Paragraph 24, the Proprietor shall inform the Publisher and the purchase price for such copies shall be adjusted, if necessary, so that the Proprietor pays for such copies in a manner consistent with the Publisher's discount schedules.

25. This Agreement contains the entire understanding of the Proprietor and the Publisher with reference to the Work; there are no warranties other than those expressly stated in this Agreement. No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by both parties. No waiver of any breach shall be deemed a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected.

26. Regardless of its place of physical execution or performance, the provisions of this Agreement shall in all respects be construed according to, and the rights and liabilities of the parties hereto shall in all respects be governed by the laws of the State of New York.

27. The caption headings of this Agreement are inserted for convenience only and are without substantive effect.

28. This Agreement shall be of no force and effect unless signed by both parties within 60 days of the date first stated above.

29. All sums of money due under this Agreement shall be paid to the Proprietor's agent, John Brockman Associates, Inc., 2307 Broadway, New York, New York 10024, and the receipt of the said John Brockman Associates, Inc. shall be a good and valid discharge of all such indebtedness, and the said John Brockman Associates, Inc. is hereby empowered by the Proprietor to act in all matters arising from this Agreement. For services rendered and to be rendered, the Proprietor does hereby assign and transfer to John Brockman Associates, Inc. and John Brockman Associates, Inc. shall retain the sum equal to fifteen percent (15%) as an agency coupled with an interest, out of all monies due and payable to and for the account of the Proprietor under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date first stated above.

The Point Foundation

By: _____
HOWARD RHEINGOLD

HarperCollins Publishers Inc.

By: _____
Clayton E. Carlson
Senior Vice President & Publisher
San Francisco division

Agent's Tax Identification Number: _____

j: point

SCHEDULE A

ADEN
AUSTRALIA
BANGLADESH
BELIZE
BOTSWANA
(formerly Bechuanaland)
BRUNEI
CAMEROUN
CYPRUS
EIRE (Republic of Ireland)
FALKLAND ISLANDS
GAMBIA
GIBRALTAR
GHANA
INDIA
KENYA
KUWAIT
LESOTHO
(formerly Basutoland)
MALAWI
(formerly the Nyasaland) Protectorate)
MALTA and GOZO
NAMIBIA
(formerly South West Africa)
NATIVE STATES OF INDIA
NEW ZEALAND
(including Ross)
NIGERIA
PACIFIC ISLANDS
comprising:
British Solomon Islands, Tonga Western Samoa, Fiji, Nauru Islands, New Hebrides, Gilbert and Ellice Islands, Union Islands (New Zealand), Papua New Guinea (Australia), Pitcairn Island
PAKISTAN
REPUBLIC OF SOUTH AFRICA
ST. HELENA
SEYCHELLES
SIERRA LEONE
SRI LANKA
SUDAN
SWAZILAND
TANZANIA
(formerly Tanganyika and Zanzibar)
TRINIDAD and TOBAGO
UGANDA
UNITED KINGDOM
(including Northern Ireland, the Isle of Man, and the Channel Islands)
ZAMBIA
(formerly Northern Rhodesia)
ZIMBABWE
(formerly Rhodesia)